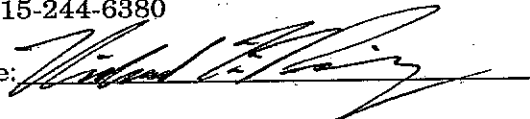


STATE MS.-DE SOTO CO.
FILED

OCT 23 10 54 AM '02 PS PS

P BK 96 PG 232
W.E. DAVIS CH. CLK.]

This Instrument Was Prepared By and
When Recorded Mail To:
Richard L. Pensinger, Esq.
Waller Lansden Dortch & Davis
A Professional Limited Liability Company
511 Commerce Street, Suite 2100
Nashville, Tennessee 37219
Phone: 615-244-6380

Signature: 

Real Estate Tax Index No. 20862400.000 15.00

FILING INSTRUCTIONS: Section 24, Township 2 South, Range 8 West

RATIFICATION OF AND AMENDMENT TO COMMERCIAL LEASE
AND MEMORANDUM OF COMMERCIAL LEASE

THIS RATIFICATION OF AND AMENDMENT TO COMMERCIAL LEASE AND MEMORANDUM OF COMMERCIAL LEASE (this "Amendment") is made and entered into this 3rd day of October, 2002, by and between **J. V. FRANKLIN**, having an address of 7056 Country Oaks Drive, Southaven, Mississippi ("Lessor"), and **E. O. FRANKLIN**, d/b/a DeSoto Electronic Transmission Group, having an address of 7056 Country Oaks Dr., Southaven, MS 38671 ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to that certain Commercial Lease recorded in Book 88, Page 188 (the "Commercial Lease"), as amended by that certain Amendment to Commercial Lease dated February 21, 2001, and as evidenced by that certain Memorandum of Commercial Lease dated February 21, 2001 (the "Memorandum"), recorded in Book 88, Page 759, all in the Office of the Chancery Clerk of DeSoto County, Mississippi, pursuant to which Lessor leased to Lessee certain property located at 2274 Highway 51 North, Nesbit, DeSoto County, Mississippi (the "Leased Premises"); and

WHEREAS, by oversight and scrivener's error, the Commercial Lease, as amended, and the Memorandum incorrectly identified Lessee as "DeSoto Electric Transmission Group" rather than "E.O. Franklin d/b/a DeSoto Electronic Transmission Group"; and

WHEREAS, Lessee desires to ratify, approve and confirm the Commercial Lease, as amended, and the Memorandum; and

WHEREAS, Lessor and Lessee desire to amend the Commercial Lease, as amended, and the Memorandum in order to (a) correct the aforementioned error in the name of Lessee, (b) more specifically identify the location of the Leased Premises and (c) correct an error in the commencement date identified in the Commercial Lease, as amended;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Effective as of August 1, 2000, Lessee hereby ratifies, approves and confirms the Commercial Lease, as amended, and the Memorandum and ratifies and undertakes the obligations of the lessee under the Commercial Lease, as amended, and the Memorandum.

2. The parties acknowledge and agree that all references in the Commercial Lease, as amended, and the Memorandum to "Lessee" or "lessee" shall be deemed to refer to Lessee.

3. The Lease, as amended, and the Memorandum are hereby amended by deleting all references to "DeSoto Electric Transmission Group" and inserting in lieu thereof "E.O. Franklin, d/b/a DeSoto Electronic Transmission Group".

4. The Commercial Lease, as amended, is hereby amended by deleting the language "the premises situated in the City of Hernando, County of DeSoto, State of MS, described as a 60' x 60' section of 2274 Hi. 51 No., Nesbit, MS" in the preamble thereof and inserting the following language in lieu thereof: "the premises situated in the City of Nesbit, County of DeSoto, State of Mississippi, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference".

5. Exhibit A attached hereto shall be and is hereby attached as Exhibit "A" to the Commercial Lease, as amended.

6. Paragraph 1 of the Commercial Lease, as amended, is hereby amended by deleting the date "August 1, 2001" and inserting the date "August 1, 2000" in lieu thereof.

7. Section 2 of the Memorandum is hereby amended by deleting the words "a portion of" and inserting the word "certain" in lieu thereof.

8. Exhibit "A" to the Memorandum is hereby replaced and superseded by Exhibit A attached hereto.

9. Except as modified herein, all of the terms and provisions of the Commercial Lease, as amended, and the Memorandum shall remain in full force and effect.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

LESSOR:

J. V. Franklin
J.V. FRANKLIN

STATE OF MISSISSIPPI)
COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for the said county and state on this 3rd day of October, 2002, within my jurisdiction, the within named J. V. Franklin, who acknowledged that he signed the foregoing instrument as his free act and deed.

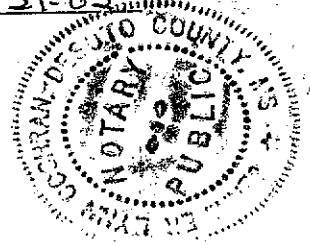
WITNESS my hand and official seal this 3rd day of October, 2002, in the County and State aforesaid.

Jennifer Lynn Cochran
Name: Jennifer Lynn Cochran
NOTARY PUBLIC

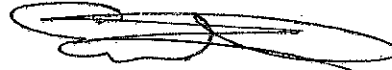
My Commission Expires: 11-21-02

[NOTARIAL SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]



LESSEE:

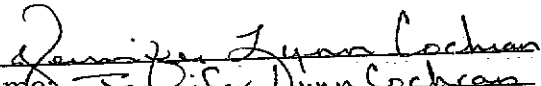


E.O. FRANKLIN, d/b/a DeSoto
Electronic Transmission Group

STATE OF MISSISSIPPI)
COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for the said county and state on this 30th day of September, 2002, within my jurisdiction, the within named E.O. Franklin, d/b/a DeSoto Electronic Transmission Group, who acknowledged that he signed the foregoing instrument as his free act and deed.

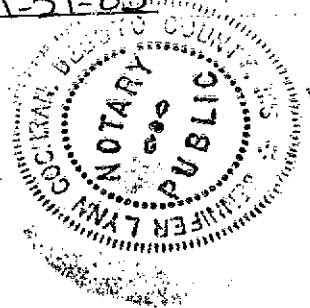
WITNESS my hand and official seal this 30th day of September, 2002, in the County and State aforesaid.


Name: Jennifer Lynn Cochran
NOTARY PUBLIC

My Commission Expires: 11-21-03

[NOTARIAL SEAL]

[END OF SIGNATURES]



Being a legal description of a Compound Lease Area, being part of the J.V. Franklin property known as Tax Parcel 20862400.000 15.00, and being part of the property recorded in Deed Book 353, Page 136 at the Office of the Chancery Clerk of Desoto County, Mississippi, and being part of Lot 2 of the Proposed Section "A", Franklin Commercial Subdivision, said property being situated in Desoto County, Mississippi, and being more particularly described as follows:

A tract of land in the Northeast Quarter of the Southeast Quarter of Section 24, Township 2 South, Range 8 West and described as:

Commencing at the Northeast corner of said Lot 2 of the Proposed Section "A", Franklin Commercial Subdivision, said Northeast corner being in the East line of the J.V. Franklin property; thence S2°03'48"E along said East line a distance of 50.13 feet to the Point of Beginning; thence S2°04'47"E along said East line a distance of 60.02 feet; thence N89°55'40"W a distance of 60.00 feet; thence N2°02'23"W a distance of 60.00 feet; thence S89°05'40"E a distance of 60.00 feet to the Point of Beginning. Containing 3,598 square feet of 0.08 acres, more or less.

Together with an access easement over, upon and across the following described property:

Being a legal description of an Access Easement, being part of the J.V. Franklin property known as Tax Parcel 20862400.000 15.00, and being part of the property recorded in Deed Book 353, Page 136 at the Office of the Chancery Clerk of Desoto County, Mississippi, and being part of Lot 2 of the Proposed Section "A", Franklin Commercial Subdivision, said property being situated in Desoto County, Mississippi, and being more particularly described as follows:

An Access Easement, 20 feet in width, 10 feet on both sides of the centerline thereof, in the Northeast Quarter of the Southeast Quarter of Section 24, Township 2 South, Range 8 West and described as:

Commencing at the Northeast corner of said Lot 2 of the Proposed Section "A", Franklin Commercial Subdivision, said

Exhibit A (cont.)

Northeast corner being in the East line of the J.V. Franklin property; thence S2°03'48"E along said East line a distance of 50.13 feet to a point; thence S2°04'47"E along said East line a distance of 60.02 feet to a point; thence N89°55'40"W a distance of 25.01 feet to the Point of Beginning of the centerline of a 20 foot Access Easement; thence S3°05'29"E and on said centerline a distance of 388.24 feet to a point; thence S89°35'04"W and on said centerline a distance of 325.25 feet to a point; thence N70°07'11"W and on said centerline a distance of 36.45 feet to a point; thence S87°02'31"W and on said centerline a distance of 13.82 feet to the Point of Ending on the Easterly margin of U.S. Highway No. 51, and containing 15,275 square feet, 0.35 acres, more or less.

Together with a utility easement over, under, upon and across the following described property:

Being a legal description of a Utility Easement, being part of the J.V. Franklin property known as Tax Parcel 20862400.000 15.00, and being part of the property recorded in Deed Book 353, Page 136 at the Office of the Chancery Clerk of Desoto County, Mississippi, and being part of Lot 2 of the Proposed Section "A", Franklin Commercial Subdivision, said property being situated in Desoto County, Mississippi, and being more particularly described as follows:

A tract of land in the Northeast Quarter of the Southeast Quarter of Section 24, Township 2 South, Range 8 West and described as:

Commencing at the Northeast corner of said Lot 2 of the Proposed Section "A", Franklin Commercial Subdivision, said Northeast corner being in the East line of the J.V. Franklin property; thence S2°03'48"E along said East line a distance of 50.13 feet to the Point of Beginning; thence N89°05'40"W a distance of 25.02 feet; thence N02°03'48"W a distance of 50.13 feet; thence S89°55'02"E a distance of 25.02 feet; thence S2°03'48"E a distance of 50.13 feet to the Point of Beginning. Containing 1,254 square feet or 0.03 acres, more or less.